

REMARKS

Upon entry of this amendment, claims 1, 3-18, 20-26, 28-29, 31, and 46-50 will be pending. By this amendment, claims 2, 19, 27, 30, 32-45, and 51-58 have been canceled; and claims 1, 18, 26, 29, and 46 have been amended. No new matter has been added.

Election/Restriction

The office action dated May 29, 2009 (“the Office Action”) states that restriction to one of the following inventions is required:

- I. Claims 1, 18, 26, 29, and 46, drawn to adding a client to a network, classified in class 709, subclass 229.
- II. Claims 32 and 51, drawn to removing a client from a network, classified in class 709, subclass 225.

Applicants’ representative affirms that an election for sub-combination I was made without traverse during a telephone conversation with the Examiner. Therefore, claims 32-45 and 51-58 have been canceled.

Oath/Declaration

In Section 6 of the Office Action, it is stated that the oath or declaration is defective.

Applicants herewith submit the oath/declaration for this application in compliance with 37 CFR 1.67(a).

Information Disclosure Statement

In Section 7 of the Office Action, the Examiner states that “[a]n applicant’s duty of disclosure material and information is not satisfied by presenting a patent examiner with ‘a mountain of largely irrelevant [material] from which he is presumed to have been able, with his expertise and with adequate time, to have found the critical [material]. It ignores the real world conditions under which examiners work.’”

Applicants would like to state for the record that C.F.R. §1.56 (Duty to disclose information material to patentability) states that “[e]ach individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned.”

Regarding the Information Disclosure Statements previously filed, applicants would like to state for the record that prior art references cited in related cases (i.e., related to this application), including the office actions issued in those related cases, have been cited in the previously-filed Information Disclosure Statements. No irrelevant materials have been cited.

§102 Rejection of Claims 1-6, 8, 9, 18-21, 26-30 and 46-49

In Section 9 of the Office Action, claims 1-6, 8, 9, 18-21, 26-30 and 46-49 stand rejected under 35 U.S.C. 102(e) as being anticipated by Steenkamp *et al.* (U.S. Patent

Publication No. 2004/0168184; hereinafter referred to as “Steenkamp”).

Regarding amended claim 1, it recites:

A method of adding a client as a member of a hub network,
comprising:

- (a) detecting a client connected to a server in a hub network;
- (b) authenticating said client;
- (c) authorizing said client; and
- (d) adding said client as a member in said hub network,
- (e) wherein the server provides a license for content data bound to the hub network only to members of the hub network.

(emphasis / limitation designations added)

Regarding limitation (e) of claim 1, it recites “wherein the server provides a license for content data bound to the hub network only to members of the hub network”. This limitation was recited in claim 2 but has been moved to claim 1. This limitation is disclosed in at least Paragraphs [0061] and [0076] (of the Publication of the present invention – Pub. No. 2004/0117484) as follows (emphasis added):

[0061] The server for a hub network is the focal point of the hub network and manages many aspects of the control of the hub network. A server manages root responsibility for bound instances of content and provides the content to client members in the hub network. A server stores the source version of the locked content data and the corresponding root license of a bound instance. A server provides a sub-copy version of locked content data for a bound instance to a client or streams data of a source version of locked content data to a client. A server manages instances, handles licensing, administers network membership, monitors connection and disconnection of devices to the hub network, and performs time

administration. A server defines the local environment of the hub network. As discussed below, a server binds instances of content to a hub network by shifting the state of an instance from discrete (external to the hub network) to bound (internal to the hub network), and a server frees instances from a hub network by shifting the state of an instance from bound to discrete.

[0076] A server manages the membership of devices in the hub network. The server adds and removes clients as members of the hub network. A server will only grant licenses to member devices. Upon approval by a user, the server adds a client device as a member after verifying that the client device is a compliant device. If the server is also a client device, the server initially adds itself as a client automatically. In one implementation, the server is also considered a member. In another implementation, only clients are members. Once added as a member, a device is a member until the server removes the device as a member. The server removes a client device as a member upon request by a user or when conditions are met for revoking the membership.

Accordingly, it is clear that the server grants licenses for content data bound to the hub network only to members of the hub network.

In addressing claim 2, the Office Action indicates that the limitations of claim 2 are disclosed in Steenkamp, Paragraph 98, where “licenses” are discussed. This paragraph of Steenkamp is recited here (emphasis added):

[0098] A digital rights agent 28 also operates to create licenses for distribution to a content destination 22 so as to allow a content consumer to access specific content. Licenses for content may be created within the digital rights agent 28 utilizing a variety of license formats, based on the relevant user secure media player 46. In some cases, content may be delivered in the clear, but access to the content limited through a simple access control (i.e., content is not delivered from a content distributor 20 until user rights of a content consumer to access the content have been cleared).

Although this paragraph of Steenkamp states that “licenses for distribution to a content destination” are created, and that “access to the content [may be] limited through a simple access control”, it does not teach or suggest that licenses are used to limit the access to the content. Further, this paragraph does not teach or suggest granting licenses for content data bound to the hub network only to members of the hub network. That is, it does not suggest granting licenses only for “bound” content data, where the term “bound” indicates that the content data is only available to members connected to (or bound to) the hub network.

Based on the foregoing discussion, claim 1 should be allowable over Steenkamp. Regarding independent claims 18, 26, 29, and 46, similar arguments as those of claim 1 apply to these claims. Therefore, claims 18, 26, 29, and 46 should also be allowable over Steenkamp. Since claims 3-6, 8, 9, 20-21, 28 and 47-49 depend from one of claims 18, 26, and 46, claims 3-6, 8, 9, 20-21, 28 and 47-49 should also be allowable over Steenkamp. Claims 2, 19, 27, and 30 have been canceled.

Accordingly, it is submitted that the rejection of claims 1-6, 8, 9, 18-21, 26-30 and 46-49 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 7 and 22

In Section 31 of the Office Action, claims 7 and 22 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Steenkamp, as applied to claims 1 and 18 above, and further in view of Kamperman (U.S. Patent Publication No. 2005/0273608).

Based on the foregoing discussion regarding claims 1 and 18, and since claims 7 and 22 depend from claims 1 and 18, respectively, claims 7 and 22 should also be allowable over Steenkamp. Kamperman was cited merely for disclosing: authenticating said client includes sending a compliance confirmation request to said client, said compliance confirmation request requests information from said client to confirm that said client is a compliant device, and a compliant device will not decrypt locked content data without a license that is bound to a hub network of which the compliant device is a member (claim 7); and sending compliance information from said client to said server, wherein said compliance information indicates that said client is a compliant device, and a compliant device will not decrypt locked content data without a license that is bound to a hub network of which the compliant device is a member (claim 22). Without admitting that Kamperman does in fact disclose the above-recited limitations, it is submitted that the combination of Steenkamp and Kamperman still fails to disclose all limitations of claims 7 and 22 (because of added limitations to claim 1).

Accordingly, it is submitted that the rejection of claims 7 and 22 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 10, 23, 28, and 31

In Section 39 of the Office Action, claims 10, 23, 28, and 31 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Steenkamp, as applied to claims 9, 18, 26,

and 29 above, and further in view of Fransdonk (U.S. Patent Publication No. 2003/0167392).

Based on the foregoing discussion regarding claims 1, 18, 26, and 29, and since claims 10, 23, 28, and 31 depend from claims 1, 18, 26, and 29, respectively, claims 10, 23, 28, and 31 should also be allowable over Steenkamp. Fransdonk was cited merely for disclosing the limitations of claims 10, 23, 28, and 31. Without admitting that Fransdonk does in fact disclose the above-recited limitations, it is submitted that the combination of Steenkamp and Fransdonk still fails to disclose all limitations of claims 10, 23, 28, and 31 (because of added limitations to claim 1).

Accordingly, it is submitted that the rejection of claims 10, 23, 28, and 31 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 11, 12 and 50

In Section 39 of the Office Action, claims 11, 12 and 50 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Steenkamp, as applied to claims 9 and 49 above, and further in view of Uhlik (U.S. Patent Publication No. 2007/0112948).

Based on the foregoing discussion regarding claims 1 and 46, and since claims 11-12 and 50 depend from claims 1 and 46, respectively, claims 11, 12, and 50 should also be allowable over Steenkamp. Uhlik was cited merely for disclosing the limitations of claims 11, 12, and 50. Without admitting that Uhlik does in fact disclose the above-recited limitations, it is submitted that the combination of Steenkamp and Uhlik still fails

to disclose all limitations of claims 11, 12, and 50 (because of added limitations to claim 1).

Accordingly, it is submitted that the rejection of claims 11, 12 and 50 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claim 24

In Section 43 of the Office Action, claim 24 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Steenkamp and Fransdonk, as applied to claim 23 above, and further in view of Uhlik.

Based on the foregoing discussion regarding claim 18, and since claim 24 depends from claim 18, claim 24 should also be allowable over Steenkamp. Fransdonk was cited merely for disclosing said local environment confirmation request requests information from said client indicating whether said client in a local environment of said server, and said local environment is a limited area defined relative to said server. Uhlik was cited merely for disclosing authorizing said client includes measuring the time between sending said local environment confirmation request and receiving a reply from said client in response to said local environment confirmation request. Without admitting that Fransdonk and Uhlik do in fact disclose the above-recited limitations, it is submitted that the combination of Steenkamp, Fransdonk, and Uhlik still fails to disclose all limitations of claim 24 (because of added limitations to claim 1).

Accordingly, it is submitted that the rejection of claim 24 based upon 35 U.S.C.

§103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 13 and 25

In Section 45 of the Office Action, claims 13 and 25 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Steenkamp, as applied to claims 1 and 18 above, and further in view of McCann *et al.* (U.S. Patent No. 7,376,840; hereinafter referred to as “McCann”).

Based on the foregoing discussion regarding claims 1 and 18, and since claims 13 and 25 depend from claims 1 and 18, respectively, claims 13 and 25 should also be allowable over Steenkamp. McCann was cited merely for disclosing: checking a revocation list to determine whether said client is included in said revocation list, wherein said revocation list is stored on said server (claim 13); and checking a revocation list to determine whether said client is included in said revocation list, wherein said revocation list is stored on said client (claim 25). Without admitting that McCann does in fact disclose the above-recited limitations, it is submitted that the combination of Steenkamp and McCann still fails to disclose all limitations of claims 13 and 25 (because of added limitations to claim 1).

Accordingly, it is submitted that the rejection of claims 13 and 25 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 14-17

In Section 48 of the Office Action, claims 14-17 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Steenkamp, as applied to claim 1 above, and further in view of Abburi *et al.* (U.S. Patent No. 7,203,966; hereinafter referred to as “Abburi”).

Based on the foregoing discussion regarding claim 1, and since claims 14-17 depend from claim 1, claims 14-17 should also be allowable over Steenkamp. Abburi was cited merely for disclosing the limitations of claims 14-17. Without admitting that Abburi does in fact disclose the above-recited limitations, it is submitted that the combination of Steenkamp and Abburi still fails to disclose all limitations of claims 14-17 (because of added limitations to claim 1).

Accordingly, it is submitted that the rejection of claims 14-17 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

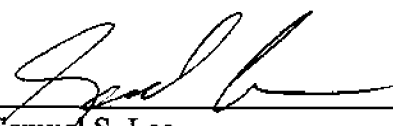
Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1, 3-18, 20-26, 28-29, 31, and 46-50 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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By: 
Samuel S. Lee
Reg. No. 42,791

Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, Suite 2100
San Diego, California 92101-4469
(619) 525-3821